

-
- San Bernardino County Transportation Commission
 - San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency
 - Service Authority for Freeway Emergencies
-

AGENDA

Board of Directors Meeting

January 7, 2009

Start Time: 9:30 a.m.

LOCATION

San Bernardino Associated Governments
Santa Fe Depot - SANBAG Lobby 1st Floor
1170 W. 3rd Street, San Bernardino, CA

Board of Directors

President

Gary Ovitt, Supervisor
County of San Bernardino

Vice-President

Paul Eaton, Mayor
City of Montclair

Charley Glasper, Mayor
City of Adelanto

Rick Roelle, Council Member
Town of Apple Valley

Vacant
City of Barstow

Bill Jahn, Mayor Pro Tem
City of Big Bear Lake

Dennis Yates, Mayor
City of Chino

Gwenn Norton-Perry, Council Member
City of Chino Hills

Kelly Chastain, Mayor
City of Colton

Mark Nuaimi, Mayor
City of Fontana

Bea Cortes, Council Member
City of Grand Terrace

Mike Leonard, Mayor
City of Hesperia

Larry McCallon, Council Member
City of Highland

Rhodes "Dusty" Riggsby, Mayor Pro Tem
City of Loma Linda

Vacant
City of Needles

Alan Wapner, Council Member
City of Ontario

Diane Williams, Council Member
City of Rancho Cucamonga

Patricia Gilbreath, Mayor Pro Tem
City of Redlands

Grace Vargas, Mayor
City of Rialto

Patrick Morris, Mayor
City of San Bernardino

Jim Harris, Council Member
City of Twentynine Palms

John Pomierski, Mayor
City of Upland

Ryan McEachron, Council Member
City of Victorville

Richard Riddell, Mayor
City of Yucaipa

William Neeb, Council Member
Town of Yucca Valley

Brad Mitzelfelt, Supervisor
County of San Bernardino

Paul Biane, Supervisor
County of San Bernardino

Neil Derry, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Ray Wolfe, Caltrans
Ex-Officio Member

Deborah Robinson Barmack
Executive Director

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

The San Bernardino County Transportation Commission, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.

The San Bernardino County Transportation Authority, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.

The Service Authority for Freeway Emergencies, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.

The Congestion Management Agency, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.

As a Subregional Planning Agency, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

**San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
County Congestion Management Agency
Service Authority for Freeway Emergencies**

Board of Directors

AGENDA

January 7, 2009

9:30 a.m.

Location:

**San Bernardino Associated Governments
Santa Fe Depot
SANBAG Lobby, 1st Floor
1170 W. 3rd Street, San Bernardino**

To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional meeting procedures and agenda explanations are attached to the end of this agenda.

Call to Order - 9:30 a.m. by Supervisor Gary Ovitt

- I. Pledge of Allegiance
- II. Attendance
- III. Announcements
 - Calendar of Events (Pg. 9)
- IV. Agenda Notices/Modifications – Vicki Watson

1. **Possible Conflict of Interest Issues for the Board Meeting of January 7, 2009** Pg. 10

Note agenda item contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

CLOSED SESSION

Conference with Legal Counsel pursuant to
Government Code Section 54956.9(a)
Case Nos. CIVSS 709448 and 37-2008-00079230-CU-CO-CTL
[transferred from RCVRS083833]

Notes/Actions:

Consent Calendar

Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at SANBAG Policy Committee meetings and made available for public review as noted in the agenda. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up under Agenda Item 15.

Administrative Matters

2. **Board of Directors Attendance Roster** Pg. 11
3. **Procurement Report for November 2008** Pg. 16
Receive Monthly Procurement Report. **William Stawarski**
This item was reviewed by the Administrative Committee on December 10, 2008 and unanimously recommended for approval.
4. **Final Encumbrances for FY 2007/2008** Pg. 18
Approve final encumbrances to be formally incorporated into SANBAG's 2008/2009 Budget. **William Stawarski**
This item was reviewed by the Administrative Committee on December 10, 2008 and unanimously recommended for approval.

Regional & Quality of Life Programs

5. **Annual Agreement between the State of California, Department of Transportation (Caltrans) and the San Bernardino Associated Governments (SANBAG), for Freeway Service Patrol (FSP) funding** Pg. 21
Approve Agreement No. R09-122 between Caltrans and SANBAG to accept State funds for the operations and management of FSP services for \$1,405,079, and to match those funds with Department of Motor Vehicle Registration Fees (call box revenues) in the amount of \$351,270, for a total contract amount of \$1,756,349, as outlined in the Financial Impact Section below. **Marla Modell**
This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on December 17, 2008. The contract has been reviewed by Legal Counsel as to form.

Consent Calendar Continued....

Subregional Trans. Planning & Programming

6. **Development Mitigation Annual Report for fiscal year ending June 30, 2008** Pg. 30

Receive information on the Development Mitigation Annual Report for fiscal year ending June 30, 2008. **Ty Schuiling**

This item was reviewed by the Plans and Programs Committee on December 17, 2008.

7. **Annual Determination of Local Government Conformance to the Congestion Management Program (CMP)** Pg. 33

Approve annual determination of conformance with the CMP for local governments within San Bernardino County pursuant to California Government Code Section 65089.3. **Ty Schuiling**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on December 17, 2008.

Transit/Commuter Rail

8. **Release of Request for Proposal 09-114 for the Creation of a Consolidated Transportation Services Agency (CTSA) within the San Bernardino Valley** Pg. 35

Approve the release of the Request for Proposal (RFP) 09-114 for the Creation of a Consolidated Transportation Services Agency (CTSA) within the San Bernardino Valley as required in the renewal of Measure I. **Beth Kranda**

This item was reviewed by the Plans and Programs Committee on December 17, 2008 and unanimously recommended for approval.

Project Development

9. **Approve Contract No. 08-200 with Vandermost Consulting Services, Inc. for On-call Environmental services on an as-needed basis** Pg. 51

Approve Contract No. 08-200 with Vandermost Consulting Services, Inc. for On-call Environmental services on an as-needed basis in an amount not to exceed \$1,300,000. **Garry Cohoe**

This item was reviewed and recommended for approval 15-1-1 (Opposed: Yates; Abstained: Pomierski), by the Major Projects Committee on December 11, 2008.

Consent Calendar Continued....

Project Development (Cont.)

10. **Amendment No. 1 to Cooperative Agreement No. 04-050 with Caltrans for an end date extension of the agreement for Project Approval and Environmental Document (PA/ED) for I-10 Tippecanoe Interchange Reconstruction project** Pg. 69

Approve Amendment No. 1 to Cooperative Agreement No. 04-050 with Caltrans for an end date extension for the Project Approval and Environmental Document (PA/ED) for I-10 Tippecanoe Interchange Reconstruction project. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on December 11, 2008. SANBAG Counsel has reviewed and approved the agreement as to form.

11. **Amendment to Purchase Order with Best, Best & Krieger** Pg. 73

1. Approve Amendment No. 5 to Contract No. 05-016 with Best, Best & Krieger (BB&K), Attorneys at Law, to provide legal counsel for the Colonies Lawsuit and the Cactus Basin Flood Control Channel lawsuit in the amount of \$325,000 for a total contract amount of \$825,000.

2. Authorize the combining of the budgets for the Colonies Lawsuit and the Cactus Basin Lawsuit.

3. Authorize the Legal Ad Hoc Review Committee to approve tasks and release of funds for legal services required for the Colonies Lawsuit and the Cactus Basin Lawsuit up to the contract amount of Contract No. 05-016. **Garry Cohoe**

This item was reviewed and recommended for approval by the Legal Ad Hoc Committee on December 17, 2008.

12. **Program Management Request for Qualifications** Pg. 78

Approve the circulation of the Request for Qualifications (RFQ) No. C09124 for Program Management Services. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on November 13, 2008. SANBAG Counsel has reviewed and approved this agreement as to form.

DISCUSSION ITEMS

Program Support/Council of Governments

13. **Fiscal Year (FY) 2010 Federal Appropriations** Pg. 98

Approve projects and prioritization for FY 2010 federal appropriations as listed in Attachment #1. **Jennifer Franco**

This item is scheduled for review by the Board of Directors on January 7, 2009 and was reviewed and unanimously recommended for approval by the Administrative Committee on December 10, 2008, and the Commuter Rail Committee on December 18, 2008. Previously in November, this item was reviewed by the Administrative Committee, the Commuter Rail Committee, and the Mountain Desert Committee.

Transit/Commuter Rail

14. **Metro Gold Line Foothill Extension to LA/Ontario International Airport** Pg. 114

Receive Status Report of the Strategic Planning Study for the Metro Gold Line Foothill Extension to the LA/Ontario International Airport. **Mike Bair**

This item was unanimously received by the Commuter Rail Committee on November 20, 2008.

Other Matters

15. **Consent Calendar Items Pulled for Discussion**

Items pulled from the consent calendar shall be taken under this item in the order they were presented on the calendar.

Comments from Board Members

Brief Comments from Board of Directors

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Agency Reports/Committee Memberships

Commuter Rail Report Pg. 121

Mayor Pro Tem Patricia Gilbreath

South Coast Air Quality Management Report Pg. 124

Mayor Dennis Yates

Mobile Source Air Pollution Reduction Review Committee (MSRC) Pg. 127

Council Member Gwenn Norton-Perry

SCAG Committees

Pg. 131

SCAG Regional Council

SCAG Policy Committees

Community, Economic and Human Development

Energy and Environment

Transportation and Communications

SANBAG Policy Committees

Pg. 132

Acronym List

Pg. 135

Complete packages of this agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Complete packages of this agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the SANBAG Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item when an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. The time limits established in "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

**SANBAG General Practices for Conducting Meetings
of
Board of Directors and Policy Committees**

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

The Vote as specified in the SANBAG Bylaws.

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

- At times, a member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

The Chair.

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

Courtesy and Decorum.

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

Adopted By SANBAG Board of Directors January 2008



Important Things to Know for ... January 2009

SANBAG Meetings – Cancelled:

None

SANBAG Meetings – Scheduled:

SCAG Delegates	Jan. 7	After Board Mtg.	The Super Chief
SCRRA Delegates Briefing	Jan. 7	10:30 a.m.	Casa Del Desierto
Administrative Committee	Jan. 14	9 a.m.	The Super Chief
Major Projects Committee	Jan. 15	9 a.m.	The Super Chief
Mountain-Desert Committee	Jan. 16	9 a.m.	Town of Apple Valley
Plans and Programming Committee	Jan. 21	12 noon	The Super Chief
Commuter Rail Committee	Jan. 22	12 noon	The Super Chief

Other Meetings: None

For additional information, please call SANBAG at (909) 884-8276



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM 1

Date: January 7, 2009

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
9	08-200	Vandermost Consulting Services, Inc. <i>Julie Vandermost</i>	PCR Services Corporation Environ International Corporation
11	A05016-05	Best Best & Krieger <i>Steve DeBaun</i>	None

Financial Impact: This item has no direct impact on the SANBAG budget.

Reviewed By: This item is prepared monthly for review by SANBAG Board and Committee members.

*

	<p><i>Approved</i> Board of Directors</p> <p>Date: <u>January 7, 2009</u></p> <p>Moved: Second:</p> <p>In Favor: Opposed: Abstained:</p> <p>Witnessed: _____</p>
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BOARD OF DIRECTORS ATTENDANCE RECORD - 2008

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X	X	X	X	X	X	X	X		X	X	X
Brad Mitzelfelt Board of Supervisors	X	X	X	X	X		X	X	X	X		
Paul Biane Board of Supervisors		X		X	X	X				X	X	
Dennis Hansberger Board of Supervisors	X	X		X	X		X	X	X		X	X
Neil Derry Board of Supervisors	X	X	X	X	X	X	X	X	X	X	X	X
Josie Gonzales Board of Supervisors	X		X	X	X	X	X	X	X	X		
Jim Nehmens City of Adelanto	X	X	X		X	X	X	X	X	X	X	X
Charley Glasper City of Adelanto	X	X	X	X	X	X	X	X	*	X	X	X
Rick Roelle Town of Apple Valley	X	X	X	X	X	X		X	X	X	X	X
Lawrence Dale City of Barstow	X	X	X	X	X	X	X	X	X	X	X	X
Bill Jahn City of Big Bear Lake	X	X			X	X	X	X		X	X	X
Dennis Yates City of Chino	X	X	X		X	X	X	X	X		X	X
Gwenn Norton-Perry City of Chino Hills		X	X	X	X		*				X	
Kelly Chastain City of Colton	X	X	X	X	X	*	*	X	X	X	X	X

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.
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BOARD OF DIRECTORS ATTENDANCE RECORD - 2008

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Mark Nuaimi City of Fontana	X	X	X		X	X	X	X	X	X	X	X
Bea Cortes City of Grand Terrace	X	X	X	X	X	X	X	X	X	X	X	X
Mike Leonard City of Hesperia	X	X	X	X	X	X	X		X	X	X	X
Larry McCallon City of Highland	X	X	X		X	X	*	*	X	X	X	X
Robert Christman City of Loma Linda	X	X		X	X	X	X					
Rhodes 'Dusty' Rigsby City of Loma Linda												
Paul Eaton City of Montclair	X	X	X	X	X	X	X	X	X	X	X	X
Rebecca Valentine City of Needles		X	X	X	X	X	X	X	X	X	X	X
Paul Leon City of Ontario	X	X	X	X	X	*	X	X	X	X	X	X
Diane Williams City of Rancho Cucamonga	X	X	X	X	X	X	X	X	X	X	X	X
Pat Gilbreath City of Redlands	X	X	X	X	X	X	X	X	X	X	X	X
Grace Vargas City of Rialto	X	X	X		X		X	*	X			X
Patrick Morris City of San Bernardino	X	X		X	X	X		X	X	X	X	X
Jim Harris City of Twentynine Palms		X	X	X	X	X	X	X	X	X	X	X
John Pomierski City of Upland	X	X	X		X	X		X	X			X

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BOARD OF DIRECTORS ATTENDANCE RECORD - 2008

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Mike Rothschild City of Victorville	X	X	X	X	X	X	X	X	X	X	X	X
Ryan McEachron City of Victorville												X
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X
Chad Mayes Town of Yucca Valley	X	X	*	*								
William Neeb Town of Yucca Valley					X	X	X	X	X	X	X	X
Michael Perovich Ex-Official Member	X	X		X	X	Karla Sutliff	Karla Sutliff	Karla Sutliff	Karla Sutliff			
Ray Wolfe Ex-Official Member										X	X	X

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BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors												
Brad Mitzelfelt Board of Supervisors												
Paul Biane Board of Supervisors												
Josie Gonzales Board of Supervisors												
Neil Derry Board of Supervisors												
Charley Glasper City of Adelanto												
Rick Roelle Town of Apple Valley												
(Vacant) City of Barstow												
Bill Jahn City of Big Bear Lake												
Dennis Yates City of Chino												
Gwenn Norton-Perry City of Chino Hills												
Kelly Chastain City of Colton												
Mark Nuaimi City of Fontana												
Bea Cortes City of Grand Terrace												
Mike Leonard City of Hesperia												

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BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Larry McCallon City of Highland												
Rhodes 'Dusty' Rigbsby City of Loma Linda												
Paul Eaton City of Montclair												
(Vacant) City of Needles												
Paul Leon City of Ontario												
Diane Williams City of Rancho Cucamonga												
Pat Gilbreath City of Redlands												
Grace Vargas City of Rialto												
Patrick Morris City of San Bernardino												
Jim Harris City of Twentynine Palms												
John Pomierski City of Upland												
Ryan McEachron City of Victorville												
Dick Riddell City of Yucaipa												
William Neeb Town of Yucca Valley												
Ray Wolfe Ex-Official Member												



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 3

Date: January 7, 2009

Subject: Procurement Report for November 2008

Recommendation:* Receive Monthly Procurement Report.

Background: The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of \$25,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of \$5,000 to be reported to the Board of Directors for the month of November 2008.

Financial Impact: This item imposes no impact on the FY 2008/2009 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item was unanimously received by the Administrative Committee on December 10, 2008.

Responsible Staff: William Stawarski, Chief Financial Officer

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

PURCHASE ORDERS ISSUED FOR November 2008

P09119	Vendor	Purpose	Sale Source Y/N	Amount
	City of San Bernardino	Equipment and operators for brush clearing on I-215 from Baseline to University.	No - Intergovernmental	15,000.00
P09129	Costello Consulting	Project Management Services for various grade separation projects, the Tippecanoe project, and interagency coordination.	Yes - A recent loss of project managers precipitates this need. Mr. Costello was the most qualified and immediately available for this short-term assignment. He is familiar with local issues and resolutions.	25,000.00
			TOTAL PURCHASE ORDERS ISSUED	\$40,000.00



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 4

Date: January 7, 2009

Subject: Final Encumbrances for FY 2007/2008

Recommendation:* Approve final encumbrances to be formally incorporated into SANBAG's 2008/2009 Budget.

Background: SANBAG's Budget for Fiscal Year 2008/2009 for new activity was adopted by the Board of Directors on June 4, 2008. The encumbrances (commitments related to unperformed contracts for goods or services from the previous Fiscal Years) are presented for approval to be formally incorporated into SANBAG's FY 2008/2009 Budget.

The following attachment provides a summary of task activities, by task manager, that will have an encumbrance carried over and added to the previously approved budget.

Financial Impact: Encumbrances totaling \$89,982,428.21 will be formally incorporated into SANBAG's FY 2008/2009 Budget.

Reviewed By: This item was reviewed by the Administrative Committee on December 10, 2008 and unanimously recommended for approval.

Responsible Staff: William Stawarski, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

FY 2007/2008 Encumbrances

TASK	TASK DESCRIPTION	TOTAL	TASK MANAGER
<u>Indirect Task</u>			
IAM08	Indirect Management Services	\$ 57,146.77	D Barmack
<u>Program Support/Council of Governments</u>			
50308000	Legislation	2,831.00	J Franco
80508000	Building Operations	60,822.00	W Stawarski
80608000	Building Improvements	501,841.00	W Stawarski
94208000	Financial Management	324,262.00	W Stawarski
<u>Project Development Program</u>			
81508000	Measure I Program Management	452,114.40	G Cohoe
81808000	Rt 71 Landscape Design/ Construction	299,821.61	G Cohoe
82008000	SR-210 Final Design	20,149.00	G Cohoe
82208000	SR-210 Right of Way Acquisition	175,000.00	G Cohoe
82408000	SR-210 Construction	2,989,877.00	G Cohoe
82508000	I-10 Corridor Project Development	663,387.00	G Cohoe
82608000	I-10 Citrus/I-10 Cherry IC	2,343,803.00	G Cohoe
83008000	Redlands Rail Extension	1,409,770.00	G Cohoe
83408000	I-215 Final Design	255,922.00	G Cohoe
83608000	I-215 Right of Way Acquisition	26,236,228.00	G Cohoe
83808000	I-215 Construction	13,307,922.76	G Cohoe
84008000	I-215 Barton Road Interchange	341,367.00	G Cohoe
84208000	I-10 Tippecanoe Interchange	83,066.00	G Cohoe
84308000	I-10 Live Oak Canyon	2,585,577.89	G Cohoe
84508000	I-215 Mt. Vernon/Washington Interchange	234,226.00	G Cohoe
86008000	I-10 Lane Addition-Redlands	3,171,255.55	G Cohoe
86208000	I-10 Westbound Lane Addition - Yucaipa	257,862.00	G Cohoe
87008000	Hunts Lane Grade Separation	213,543.00	G Cohoe
87108000	State Street/University Parkway Grade Separation	2,091,811.00	G Cohoe
87208000	Ramona Ave Grade Separation	1,600,000.00	G Cohoe
87308000	Valley Blvd Grade Separation	602.00	G Cohoe
87908000	Colton Crossing BNSF/UPRR Grade Separation	450,000.00	G Cohoe
88008000	I-15/I-215 Devore Interchange	456,921.00	G Cohoe
FPSD1034	Fluor Daniel Contract	4,064,972.00	G Cohoe

<u>Regional Quality of Life Program</u>			
11208000	Regional Growth Forecast Development	109,224.00	T Schuiling
70208000	Call Box System	4,574.99	M Kirkhoff
70408000	Freeway Service Patrol/State	20,128.24	M Kirkhoff
<u>Subregional Trans. Planning & Programming Program</u>			
20308005	Congestion Management General	6,210.00	T Schuiling
60908000	Agency Strategic Planning	157,351.00	T Schuiling
70108000	Valley Signal Coordination Program	3,719,884.00	T Schuiling
94108000	Mt/Desert Plan & Project Development	1,064,099.00	D Barmack
<u>Transit/Commuter Rail Program</u>			
30908000	General Transit	231,505.00	M Bair
31608000	Barstow-County Transit	27.00	M Bair
31908000	Social Service Trans Plan	23,693.00	M Bair
35208000	General Commuter Rail	602,654.00	M Bair
37708000	Commuter Rail Operating Expenses	1,706,943.00	M Bair
37908000	Commuter Rail Capital Expenses	15,868,187.00	M Bair
38008000	Redlands Rail Extension	847,790.00	M Bair
38108000	Gold Line Phase II	291,272.00	M Bair
50108000	Fed Transit Act Programming	13,750.00	M Bair
<u>Transportation Program & Fund Admin. Program</u>			
50208000	TDA Administration	195,965.00	M Bair
50408000	Measure I Admin -Valley	165,556.00	W Stawarski
50508000	Measure I Admin - Mt/Desert General	29,750.00	D Barmack
51308000	Measure I Valley E & D	271,764.00	M Bair
		\$89,982,428.21	



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

AGENDA ITEM: 5

Date: January 7, 2009

Subject: Annual Agreement between the State of California Department of Transportation (Caltrans) and the San Bernardino Associated Governments (SANBAG), for Freeway Service Patrol (FSP) funding.

Recommendations: Approve Agreement No. R09-122 between Caltrans and SANBAG, to accept State funds for the operations and management of FSP services for \$1,405,079, and to match those funds with Department of Motor Vehicle Registration Fees (call box revenues) in the amount of \$351,270, for a total contract amount of \$1,756,349, as outlined in the Financial Impact Section below.

Background: SANBAG began pursuing funding for FSP several years ago, culminating with the first State FSP allocation starting in Fiscal Year (FY) 2005/2006. FSP consists of a fleet of tow trucks roaming urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The stretch of highway that the fleet roams up and down is referred to as a "beat." As tow trucks roam a particular beat, motorists can expect a quick response from FSP when the motorists' vehicles become disabled. Over the years, FSP programs have demonstrated many benefits by reducing the amount of time a motorist is in unsafe conditions in traffic lanes, traffic delay, fuel consumption, vehicular emissions and secondary accidents.

Because of the magnitude of this program, the implementation of the San Bernardino FSP was staggered over a period of eighteen months. In January 2006 the first four FSP beats were implemented: three on Interstate (I) 10 from the Los Angeles county line to Waterman Avenue in San Bernardino and one on I-15 from the Riverside County line to Baseline Avenue in Rancho Cucamonga. In

Approved
Board of Directors

Date: January 7, 2009

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

January 2007, the implementation continued with two additional beats: covering all of State Route (SR) 60 in San Bernardino County and a portion of I-215 from the Riverside County Line to 2nd Street in San Bernardino. The final two beats were implemented in May 2007: extending service on I-10 from Waterman Avenue in San Bernardino to Orange Street in Redlands, and continuing the I-215 service from 2nd Street to University Parkway in San Bernardino.

This program is funded through a combination of three funding sources: State, Service Authority for Freeway Emergencies funding (call box revenue) and funding from the Mobile Source Air Pollution Reduction Review Committee. State funds are allocated on an annual basis to participating agencies through a formula based on population, urban freeway lane miles, and levels of congestion in those urban areas. Please refer to the attached agreement, which stipulates the FY 2008/2009 State contribution in the amount of \$1,405,079 (80% of total participating costs), and the required local match (SANBAG call box revenue) of \$351,270 (20% of total participating costs), for a total funding package to be dedicated to FSP of \$1,756,349. Note that these State funds must be expended within two fiscal years of obligation; therefore, any funds not claimed in the current fiscal year may be carried over and expended in subsequent years.

The service is provided Monday through Friday peak commute hours, 5:30 a.m. to 8:30 a.m. (Monday through Friday), 3:00 p.m. to 7:00 p.m. (Monday through Thursday), and 1:00 p.m. to 7:00 p.m. (Friday). The program's day-to-day field supervision is handled by the California Highway Patrol.

The program's success can be realized through the sheer quantity of motorists assisted each day. Since January 2006, these sixteen tow trucks, on eight beats, which cover 61 freeway miles in the San Bernardino Valley, have provided more than 95,000 assists to stranded motorists. Since the FSP Program began our drivers have assisted motorists with over 15,000 flat tires, more than 15,500 mechanical and electrical problems, helped with more the 3,800 accidents, and provided fuel to more than 8,000 motorists that were stranded on the freeway because they had ran out of gas.

Financial Impact: The funding, as well as expenses generated as a result of this item, is included in the Fiscal Year 2008/2009 Budget, TN 70409000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on December 17, 2008. The contract has been reviewed as to form by Legal Counsel.

Responsible Staff: Marla Modell, Air Quality/Mobility Programs Specialist
Kelly Lynn, Air Quality/Mobility Program Manager

SANBAG Contract No. R09-122

by and between

San Bernardino Associated Governments

and

California Department of Transportation

for

Freeway Service Patrol Fund Transfer Agreement

FOR ACCOUNTING PURPOSES ONLY

<input type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input checked="" type="checkbox"/> Receivable	Vendor ID <u>CDHQAO</u>	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract:	\$ <u>1,756,349</u>	Previous Amendments Total:	\$ _____
Contingency Amount:	\$ _____	Previous Amendments Contingency Total:	\$ _____
		Current Amendment:	\$ _____
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 1,756,349

↓ Please include funding allocation for the original contract or the amendment.

<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
<u>704</u>	<u>Various</u>	<u>State of California</u>	<u>0996</u>	\$ <u>1,405,079</u>
<u>704</u>	<u>Various</u>	<u>DMV Fees</u>	<u>0960</u>	\$ <u>351,270</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>1/7/09</u>	Contract Start: <u>7/1/08</u>	Contract End: <u>6/30/10</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>FY08/09</u> \$ <u>400,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>1,356,349</u>
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Is this consistent with the adopted budget? Yes No
 If yes, which Task includes budget authority? 70409000
 If no, has the budget amendment been submitted? Yes No

CONTRACT MANAGEMENT

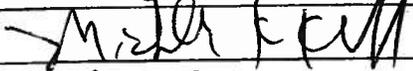
Please mark an "X" next to all that apply:

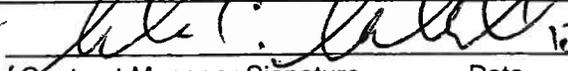
Intergovernmental Private Non-Local Local Partly Local

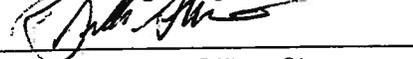
Disadvantaged Business Enterprise: No Yes _____%

Task Manager: Michelle Kirkhoff

Contract Manager: Marla Modell


 Task Manager Signature Date: 12/4/08


 Contract Manager Signature Date: 12/4/08


 Chief Financial Officer Signature Date: 12/3/08

FREEWAY SERVICE PATROL PROGRAM
FUND TRANSFER AGREEMENT (Non Federal)

Agreement No. FSP09-6053(079)
Project No. FSP09-6053(079)

Location: 08-SBD-Var-SBAG
EA: 08-925096L

THIS AGREEMENT, effective on July 1, 2008, is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as STATE, and the San Bernardino Associated Governments, a public agency, hereinafter referred to as "ADMINISTERING AGENCY."

WHEREAS, Streets and Highways Code (S&HC) Section 2560 et seq. authorizes STATE and administering agencies to develop and implement a Freeway Service Patrol (FSP) Program on traffic-congested urban freeways throughout the state; and

WHEREAS, STATE has distributed available State Highway Account funds to administering agencies participating in the FSP Program in accordance with S&HC Section 2562; and

WHEREAS, ADMINISTERING AGENCY has applied to STATE and has been selected to receive funds from the FSP Program for the purpose of Freeway Service Patrol for FY 2008-2009, hereinafter referred to as "PROJECT"; and

WHEREAS, proposed PROJECT funding is as follows:

Total Cost	State Funds	Local Funds	
\$1,756,349.00	\$1,405,079.00	\$351,270.00	; and

WHEREAS, STATE is required to enter into an agreement with ADMINISTERING AGENCY to delineate the respective responsibilities of the parties relative to prosecution of said PROJECT; and

WHEREAS, STATE and ADMINISTERING AGENCY mutually desire to cooperate and jointly participate in the FSP Program and desire to specify herein the terms and conditions under which the FSP program is to be conducted; and

WHEREAS, ADMINISTERING AGENCY has approved entering into this Agreement under authority of Resolution No. _____ approved by ADMINISTERING AGENCY on _____, a copy of which is attached.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

Caleb Kwong Accounting Officer | Date 10-21-08 | \$ 1,405,079.00

Chapter | Statutes | Item | Fiscal Year | Program | BC | Category | Fund Source | \$

268	2008	2660-102-042	2008/2009	20.30.010.600	C	262040	114-042-T	
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NOW, THEREFORE, the parties agree as follows:

SECTION I

STATE AGREES:

1. To define or specify, in cooperation with ADMINISTERING AGENCY, the limits of the State Highway segments to be served by the FSP as well as the nature and amount of the FSP dedicated equipment, if any, that is to be funded under the FSP Program.
2. To pay ADMINISTERING AGENCY the STATE's share, in amount not to exceed \$1,405,079.00, of eligible participating PROJECT costs.
3. To deposit with ADMINISTERING AGENCY, upon ADMINISTERING AGENCY's award of a contract for PROJECT services and receipt of an original and two signed copies of an invoice in the proper form, including identification of this Agreement Number and Project Number, from ADMINISTERING AGENCY, the amount of \$224,812.64. This initial deposit represents STATE's share of the estimated costs for the initial two months of PROJECT. Thereafter, to make reimbursements to ADMINISTERING AGENCY as promptly as state fiscal procedures will permit, but not more often than monthly in arrears, upon receipt of an original and two signed copies of invoices in the proper form covering actual allowable costs incurred for the prior sequential month's period of the Progress Payment Invoice. (The initial deposit will be calculated at 16% of the STATE's total share.)
4. When conducting an audit of the costs claimed by ADMINISTERING AGENCY under the provisions of this Agreement, STATE will rely to the maximum extent possible on any prior audit of ADMINISTERING AGENCY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.

SECTION II

ADMINISTERING AGENCY AGREES:

1. To commit and contribute matching funds from ADMINISTERING AGENCY resources which shall be an amount not less than 25 percent of the amount provided by STATE from the State Highway Account.
2. The ADMINISTERING AGENCY's detailed PROJECT Cost Proposal is attached hereto and made an express part of this Agreement. The detailed PROJECT Cost Proposal reflects the provisions and/or regulations of Section III, Article 8, of this Agreement.
3. To use all state funds paid hereunder only for those transportation related PROJECT purposes that conform to Article XIX of the California State Constitution.
4. STATE funds provided to ADMINISTERING AGENCY under this Agreement shall not be used for administrative purposes by ADMINISTERING AGENCY.

5. To develop, in cooperation with STATE, advertise, award, and administer PROJECT contract(s) in accordance with ADMINISTERING AGENCY competitive procurement procedures.

6. Upon award of a contract for PROJECT, to prepare and submit to STATE an original and two signed copies of invoicing for STATE's initial deposit specified in Section I, Article 3. Thereafter, to prepare and submit to STATE an original and two signed copies of progress invoicing for STATE's share of actual expenditures for allowable PROJECT costs.

7. Said invoicing shall evidence the expenditure of ADMINISTERING AGENCY's PROJECT participation in paying not less than 20% of all allowable PROJECT costs and shall contain the information described in Chapter 5 of the Local Assistance Procedures Manual and shall be mailed to the Department of Transportation, Accounting Service Center, MS 33, Local Program Accounting Branch, P.O. Box 942874, Sacramento CA, 94274-0001.

8. Within 60 days after completion of PROJECT work to be reimbursed under this Agreement, to prepare a final invoice reporting all actual eligible costs expended, including all costs paid by ADMINISTERING AGENCY and submit that signed invoice, along with any refund due STATE, to the District Local Assistance Engineer. Backup information submitted with said final invoice shall include all FSP operational contract invoices paid by ADMINISTERING AGENCY to contracted operators included in expenditures billed for to STATE under this Agreement.

9. COST PRINCIPLES

A) ADMINISTERING AGENCY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B) ADMINISTERING AGENCY will assure that its Fund recipients will be obligated to agree that (1) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items, and (2) those parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Funds as a contractor or subcontractor under this Agreement shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C) Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

10. THIRD PARTY CONTRACTING

A) ADMINISTERING AGENCY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by ADMINISTERING AGENCY as a result of disbursing Funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with ADMINISTERING AGENCY should be consistent with Local Program Procedures as published by STATE.

11. ACCOUNTING SYSTEM

ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of ADMINISTERING AGENCY, its contractors, and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

12. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of ADMINISTERING AGENCY's contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to ADMINISTERING AGENCY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and ADMINISTERING AGENCY shall furnish copies thereof if requested.

13. TRAVEL AND SUBSISTENCE

Payments to only ADMINISTERING AGENCY for travel and subsistence expenses of ADMINISTERING AGENCY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then ADMINISTERING AGENCY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

14. SINGLE AUDIT

ADMINISTERING AGENCY agrees to include all state (Funds) and federal-funded projects in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with Office of Management and Budget Circular A-133.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement is available only upon the passage of the State Budget Act containing these STATE funds. The starting date of eligible reimbursable activities shall be JULY 1, 2008.
2. All obligations of ADMINISTERING AGENCY under the terms of this Agreement are subject to authorization and allocation of resources by ADMINISTERING AGENCY.
3. ADMINISTERING AGENCY and STATE shall jointly define the initial FSP program as well as the appropriate level of FSP funding recommendations and scope of service and equipment required to provide and manage the FSP Program. No changes shall be made in these unless mutually agreed to in writing by the parties to this Agreement.
4. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to this Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.
5. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority, or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, ADMINISTERING AGENCY shall fully defend, indemnify, and save harmless the State of California, its officers and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement.

6. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring or arising by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify and save harmless ADMINISTERING AGENCY, its officers and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.

7. ADMINISTERING AGENCY will maintain an inventory of all non-expendable PROJECT equipment, defined as having a useful life of at least two years and an acquisition cost of \$500 or more, paid for with PROJECT funds. At the conclusion of this Agreement, ADMINISTERING AGENCY may either keep such equipment and credit STATE its share of equipment's fair market value or sell such equipment at the best price obtainable at a public or private sale (in accordance with established STATE procedures) and reimburse STATE its proportional share of the sale price.

8. ADMINISTERING AGENCY and its sub-contractors will comply with all applicable Federal and State laws and regulations, including but not limited to, Office of Management and Budget Circular A-97, Cost Principles for State and Local Governments (49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments).

9. In the event that ADMINISTERING AGENCY fails to operate the PROJECT commenced and reimbursed under this Agreement in accordance with the terms of this Agreement or fails to comply with applicable Federal and State laws and regulations, STATE reserves the right to terminate funding for PROJECT, or portions thereof, upon written notice to ADMINISTERING AGENCY.

10. This Agreement shall terminate on June 30, 2010. However, the non-expendable equipment, and liability clauses shall remain in effect until terminated or modified in writing by mutual agreement.

STATE OF CALIFORNIA

San Bernardino Associated Governments

Department of Transportation

By: _____

By: _____

Office of Project Implementation, South
Division of Local Assistance

Gary C. Ovitt
Title: President

Date: _____

Date: _____



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: January 7, 2009

Subject: Development Mitigation Annual Report for fiscal year ending June 30, 2008

Recommendation:* Receive information on the Development Mitigation Annual Report for fiscal year ending June 30, 2008.

Background: One of the on-going requirements of the SANBAG Congestion Management Program is the preparation of the Development Mitigation Annual Report. The report requires each jurisdiction to provide information on development activity and the expenditure of development mitigation funds on projects contained in the Nexus Study over the past fiscal year. This agenda item provides a summary of the local jurisdiction Development Mitigation Annual Reports.

Based on the information provided to SANBAG by local jurisdictions, \$44,327,416 in development mitigation fees for transportation projects were collected and \$18,476,816 of development mitigation fees were expended on Nexus Study projects during fiscal year ending 2008. Of the approximately \$44.3 million of transportation related development impact fees collected by local jurisdictions, a portion of the fees are associated with local projects that were not included in the Nexus Study, which addresses only regional projects. Therefore, not all of the fees will be expended on Nexus Study projects. A summary table of the Development Mitigation Annual Reports has been provided in Attachment 1 of this agenda item.

*

*Approved
 Board of Directors*

Date: January 7, 2009

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

The intent of the Development Mitigation Annual Report is to collect information on the development activity within local jurisdictions, the amount of development mitigation collected by local jurisdictions from new development, and the expenditure of those development mitigation funds on projects included in the Nexus Study. The report is an attempt to secure the information in a manner that is less formal than a full audit of local jurisdiction development mitigation programs. Overall, the annual reporting has been informative and will help SANBAG staff monitor the level of development contributions being generated by local jurisdictions for projects included in the Nexus Study. Accurate and reliable information is absolutely imperative for implementation of the Measure I Valley Freeway Interchange, the Valley Major Street, Victor Valley Major Local Highway and Victor Valley Local Street Programs as outlined in the Draft Measure I 2010-2040 Strategic Plan.

Financial Impact: This item is consistent with the adopted FY 2008-2009 budget. TN20309000. The Development Mitigation Program is an essential element of the funding for projects contained in the Expenditure Plan for Measure I 2010-2040.

Reviewed By: This item was reviewed by the Plans and Programs Committee on December 17, 2008.

Responsible Staff: Ryan Graham, Transportation Planning Analyst

Attachment 1: Summary Table

City/Town Statistical Table
 Development Mitigation Summary Table
 For the Year Ending June 30, 2008

City/Town	# of SF Units Permitted	# of MF Units Permitted	Sq Ft of Commercial Permitted	Sq Ft of Office Permitted	Sq Ft of Industrial Permitted	Fees Collected In FY 07/08*	Fees Expended on Nexus Projs in FY 07/08	Cum. Dev. Mit. Rev.**	Cum. Dev. Mit. Exp. On Nexus Projs***
Adelanto	57	0	4,000	0	0	\$322,549	\$0	\$795,160	\$0
Apple Valley	38	12	164,474	0	25,446	\$1,057,246	\$683,115	\$4,772,304	\$3,057,981
Chino	394	0	89,000	0	887,000	\$4,491,189	\$0	\$11,174,459	\$168,000
Chino Hills	82	0	751,622	0	0	\$1,647,900	\$1,220,200	\$6,020,428	\$3,120,200
Colton	8	2	16,000	0	0	\$84,922	\$0	\$203,896	\$0
Fontana	401	38	631,217	0	574,092	\$8,157,274	\$117,138	\$18,052,969	\$1,579,516
Grand Terrace	2	120	2,000	8,000	30,390	\$328,731	\$0	\$489,216	\$0
Hesperia	218	179	335,000	0	0	\$2,768,389	\$9,558,743	\$6,994,727	\$11,194,891
Highland	28		202,433		0	\$1,771,361	\$0	\$2,294,604	\$0
Loma Linda	109	0	15,007	140,280	0	\$1,379,384	\$0	\$1,568,507	\$0
Montclair	19	85	33,519	6,171	162,246	\$383,712	\$0	\$507,058	\$0
Ontario	36	678	297,716	441,157	2,503,832	\$5,784,302	\$555,007	\$9,297,446	\$555,007
Rancho Cucamonga	82	141	84,301	174,239	82,051	\$2,502,456	\$2,020,312	\$4,124,336	\$2,020,312
Redlands	118	0	212,000	440,000	931,000	\$1,813,823	\$305,000	\$5,449,081	\$1,589,898
Rialto	27	192	3,000	2,000	12,000	\$961,273	\$260,432	\$1,117,112	\$1,266,566
San Bernardino	30	0	249,792		3,045,003	\$3,752,399	\$0	\$5,896,056	\$0
Upland	47	72	5,958	0	0	\$123,204	\$0	\$212,994	\$0
Victorville	509	418	242,000	0	1,700,000	\$5,139,143	\$3,083,792	\$11,094,331	\$5,070,702
Yucaipa	35	0	0	12,000	0	\$600,454	\$673,077	\$1,479,291	\$940,342
Total	2,240	1,937	3,339,039	1,223,847	9,953,060	\$43,069,711	\$18,476,816	\$91,543,975	30,563,414

* May include fees from other sources not listed in the summary table

** Only includes revenue collected beginning FY06/07

*** Only Includes expenditure of development mitigation fees

SB. County Statistical Table
 Development Mitigation Summary Table
 For the Year Ending June 30, 2008

County Sphere/Subarea	# of SF Units Permitted	# of MF Units Permitted	Sq Ft of Commercial Permitted	Sq Ft of Office Permitted	Sq Ft of Industrial Permitted	Fees Collected in FY 07/08*	Fees Expended on Nexus Projs in FY 07/08	Cum. Dev. Mit. Rev.**	Cum. Dev. Mit. Exp. On Nexus Projs***
Adelanto Sphere	0	0	0	0	0	\$0	\$0	\$0	\$0
Apple Valley Sphere	39	0	0	0	0	\$237,614	\$0	\$301,834	\$0
Chino Sphere	2	0	0	0	0	\$20,728	\$0	\$20,728	\$0
Colton Sphere	1	0	0	0	323	\$5,528	\$0	\$5,528	\$0
Devore/Glen Helen	5	0	0	0	0	\$22,260	\$0	\$27,825	\$0
Fontana Sphere	2	0	2,484	0	9,480	\$77,110	\$0	\$77,110	\$0
Hesperia Sphere	43	0	2,237	0	0	\$347,816	\$0	\$380,560	\$0
Loma Linda Sphere	0	0	0	0	0	\$0	\$0	\$0	\$0
Montclair Sphere	1	0	0	0	0	\$7,160	\$0	\$7,160	\$0
Redlands Sphere	6	0	0	0	0	\$49,813	\$0	\$49,813	\$0
Redlands Donut Hole	0	0	17	0	0	\$81	\$0	\$81	\$0
Rialto Sphere	5	0	0	0	0	\$24,892	\$0	\$24,892	\$0
San Bernardino Sphere	9	3	0	0	715,999	\$390,155	\$0	\$392,372	\$0
Upland Sphere	3	0	0	0	0	\$24,030	\$0	\$24,030	\$0
Victorville Sphere	13	0	0	0	0	\$50,518	\$0	\$69,948	\$0
Yucaipa Sphere	0	0	0	0	0	\$0	\$0	\$0	\$0
Total	129	3	4,738	0	725,802	\$1,257,705	\$0	\$1,381,881	\$0

* May include fees from other sources not listed in the summary table

** Only includes revenue collected beginning FY06/07

*** Only Includes expenditure of development mitigation fees



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 7

Date: January 7, 2009

Subject: Annual Determination of Local Government Conformance to the Congestion Management Program (CMP)

Recommendation:* Approve annual determination of conformance with the CMP for local governments within San Bernardino County pursuant to California Government Code Section 65089.3.

Background: Government Code Section 65089.3 requires Congestion Management Agencies to monitor implementation of all elements of the congestion management program. Annually, the agency shall determine if the county and the cities are conforming to the CMP, including, but not limited to, the following:

- (1) Consistency with levels of service and performance standards, except as provided in subdivisions (b) and (c).
- (2) Adoption and implementation of a program to analyze the impacts of land use decisions, including the estimate of the costs associated with mitigating these impacts.

All jurisdictions are in conformance with the CMP Monitoring and the traffic impact analysis requirements of the CMP, consistent with paragraph (1) above.

Local jurisdictions meet the CMP requirements identified in paragraph (2) above in two ways. First, in November 2005, the Board of Directors amended the CMP to require local jurisdictions in the urbanized portions of the San Bernardino and Victor Valleys to implement a development mitigation program that generates the

Approved
Board of Directors

Date: January 7, 2009

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

minimum fair share development mitigation requirements identified in the Nexus Study (Appendix K of the CMP) as a means of complying with the land use-transportation program of the CMP. Second, jurisdictions outside of the urbanized portions of the San Bernardino and Victor Valleys meet this requirement by conducting Traffic Impact Analysis reports in accordance with the requirements contained in Chapter 4 and Appendix C of the CMP. All jurisdictions are currently complying with the land use-transportation component of the CMP identified in paragraph (2) above. It should be noted, however, that all jurisdictions in the San Bernardino and Victor Valleys are subject to the requirement to complete an annual report for their development mitigation programs per Section J.8 of Appendix J of the CMP. The results of the individual jurisdiction development mitigation annual reports were compiled into the Development Mitigation Summary Report presented as a separate item in this agenda.

Financial Impact: This item is consistent with the adopted FY 2008-2009 budget. TN20309000. The development mitigation program is an essential element of the funding estimates contained in the Expenditure Plan for Measure I 2010-2040.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on December 17, 2008.

Responsible Staff: Ryan Graham, Transportation Planning Analyst



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 8

Date: January 7, 2009

Subject: Release of Request for Proposal 09-114 for the Creation of a Consolidated Transportation Services Agency (CTSA) within the San Bernardino Valley

Recommendation: Approve the release of the Request for Proposal (RFP) 09-114 for the Creation of a Consolidated Transportation Services Agency (CTSA) within the San Bernardino Valley as required in the renewal of Measure I.

Background: The renewal of Measure I, the half-cent sales tax collected throughout San Bernardino County for transportation improvements, was approved by the voters in November 2004. The Expenditure Plan includes guaranteed funding for Senior and Disabled Transit Services. Eight percent (8%) of revenue collected in the Valley subarea shall fund Senior and Disabled Transit Service Program. Six percent (6%) of revenue collected in the Valley Subarea in this category shall be expended to reduce fares and enhance service for elderly individuals and individuals with disabilities. At least two percent (2%) of revenue collected in the Valley Subarea in this category shall be directed to the creation of a Consolidated Transit Services Agency (CTSA) which will be responsible for the coordination of transit service provided to elderly individuals and individuals with disabilities.

The creation of a CTSA by SANBAG, acting as the county transportation commission, is authorized pursuant to Government Code 15975(a). The legislative intent of the formation of CTSA's is to improve transportation service

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

required by social service recipients so that the following coordination benefits may accrue: (1) combined purchasing of necessary equipment; (2) adequate training of vehicle drivers; (3) centralized dispatching of vehicles; (4) centralized maintenance of vehicles; (5) centralized administration of various social service transportation programs; and (6) consolidation of financial resources. While the consolidation of social service transportation is a worthy goal, it is often difficult to achieve. A more likely result of the formation of a CTSA is the coordination of services and even that will take some time. The CTSA may be (a) a public agency, (b) a common carrier, (c) a private entity operating under a franchise or license, or (d) a non-profit corporation.

SANBAG currently acts as the provisional CTSA for San Bernardino County by issuing calls for projects for various Federal Transit Administration grants for transportation services for elderly individuals and individuals with disabilities, reviewing grant applications, ensuring submission to the state for funding and ensuring programming into both regional and federal planning documents.

In January 2008 the SANBAG Board approved the Public Transit Human Service Transportation Coordination Plan for San Bernardino County, a document that is required under SAFETEA-LU in the administration of various FTA Grant programs. Included in that study was initial discussion of the structure and purpose of developing the Measure I required CTSA. The Plan took a preliminary look at four possible structures for the CTSA and various functions and examples from across the state.

In order to be in compliance with the renewal of Measure I, staff is recommending that a comprehensive study be conducted to determine the structure and functions of a San Bernardino Valley CTSA. Annual funding for the CTSA through Measure I is estimated to be more than \$2 million for 2010/2011 fiscal year. The budget for the study is \$100,000.

Financial Impact:

This item is consistent with the adopted budget. Funding is provided under Task 31909000, Social Service Transportation. Of the total contract amount \$80,000 (80%) will be funded through the 2006 FTA Section 5316, Job Access Reverse Commute Grant and FTA Section 5317 New Freedom Grant administered by Omnitrans, a direct recipient of federal funds. The 20% match of \$20,000 is provided from LTF – Planning funds.

Board Agenda Item
January 7, 2009
Page 3

Reviewed By: This item was reviewed by the Plans and Programs Committee on December 17, 2008 and unanimously recommended for approval.

Responsible Staff: Mike Bair, Director of Transit and Rail
Beth Kranda, Transit Analyst

BRD0901a-bk
31909000
Attachment:
RFP09114

Request for Proposal

SANBAG RFP 09-114

**Design Study for the Creation of a Consolidated Transportation Services
Agency for the San Bernardino Valley**

Issued: January 7, 2009

Proposals are due: No later than 5:00 p.m. February 9, 2009

Proposal Evaluation and Selection

The Consolidation Transportation Services Agency (CTSA) Design Study proposal review panel, made up of representatives from SANBAG, Omnitrans, and a selection of social service agencies and transportation providers, will evaluate the proposals and determine the necessity for oral interviews. At the oral interviews, proposers will be requested to make a formal presentation. The evaluation panel will recommend one consultant from those interviewed for the CTSA Design Study. SANBAG reserves the right to select a consultant based solely on the written proposal and not convene oral interviews.

The evaluation criteria that will be used in the selection process are as follows:

- Understanding of the work to be performed
- Approach to be followed and the tasks to be performed, including detailed steps and resources required and proposed project schedule
- Relative allocation of resources, in terms of quality and quantity, to key tasks, including the time and skills of personnel assigned to the tasks and the consultant's approach to managing resources and project output.
- Experience in studying and/or creating a consolidated transportation services agency
- Education and specific experience of the project team to be assigned.

Proposal Content and Organization

Proposal should be limited to specific discussions or elements outlined in this RFP. The intent of this RFP is to encourage responses which meet the stated requirements and which propose the best methods to accomplish the work. This study is being partially funded with funding made available through the Federal Transit Administration under Sections 5316 and 5317.

1. Transmittal Letter

The transmittal letter should include the name, title, address and phone number and original signature of an individual with authority to negotiate on behalf of and to contractually bind the proposer and who may be contacted during the proposal evaluation process. One transmittal letter need be prepared to accompany all sets of copies of the Technical and Cost Proposals.

2. Table of Contents

A listing of the major sections of the proposal and the associated page numbers.

3. Introduction

In this section the proposer should demonstrate an adequate understanding of the organizational and functional aspects to be considered for the formation of a Consolidated Transportation Services Agency.

4. Design Study and Technical Approach

The proposal should include:

- a. A description of the overall study process being submitted, including an explanation of the basic purpose and general focus of the work to be performed.
- b. An explanation of the consultant's intended role, as related to the role of SANBAG and members of the study oversight committee, including any division of work between SANBAG staff, if any, and the consulting firm/team.
- c. A thorough explanation of the consultant's proposed course of action for the study. References should be made to the proposed Scope of Work and the consultant's plans for meeting its requirements. If the proposer proposes major changes to the Scope of Work, those changes should be clearly specified and justified. The consultant should specify techniques, especially data elements to be sampled, interviews to be conducted, and documents to be reviewed.
- d. An itemized description of the proposed project schedule, and the end products to be produced

5. Project Management

The proposer must prepare an explanation of the project management system and practices to be used to assure that the project is completed within the scheduled timeframe and that the quality of the required products will meet SANBAG's requirements.

6. Consultant and Subcontractor Staff

The proposal must describe the qualifications and experience of each professional who will participate in the project, including a brief resume for each member of the project team. A Project Manager must be designated and an organizational chart showing the manager and all project staff must be included. A matrix must be presented indicating the effort, in hours, which will be contributed by each professional, during each phase or task making up the project. If a subcontractor will be used, the proposer must include a

letter from the subcontractor committing to perform at least the work shown for subcontractor professionals in the above described matrix.

7. Consultant Qualifications and References

The proposal must describe the nature and outcome of projects previously conducted by the consultant that are related to the work described in this RFP. Descriptions should include a client contact name, address, phone number, a description of the type of work performed, approximate date on which the work was completed, and professional staff who performed the work. If a subcontractor is proposed, two to three similar qualifications and references should be provided for the subcontractor.

8. Cost Proposal

In addition to a technical proposal, the prospective contractor shall prepare a detailed cost proposal for the work to be performed. The cost proposal shall itemize all items that will be charged to SANBAG, including travel charges that will be involved in the project and included in the bid amount. Costs shall be segregated to show staff hours, rates, and classifications and administrative overhead. If subcontractors are to be used, the prospective contractor must indicate any mark-up that the prospective contractor plans to take. The same breakdown of subcontract cost shall be provided as is required for contractor cost above. Failure to provide detailed cost breakdowns will be cause for rejection of the proposal.

Payment Schedule

The selected consultant will be paid based on work actually performed during the preceding month. The consultant shall forward a copy of all invoices for payment of work performed and associated expenses by the 15th day of the following month. Each invoice shall be accompanied with a brief description of the work performed and identify any problems incurred and efforts to resolve such problems. Upon the review and acceptance of each monthly invoice, SANBAG shall process payment within thirty (30) days.

RFP and Study Schedule

January 7, 2009	Release of RFP
January 16, 2009	Questions due to SANBAG
January 21, 2009	Responses to Interested Bidders
February 9, 2009	RFP due to SANBAG, by 5 p.m.
February 19, 2009	Review panel Shortlist

February 26, 2009	Possible interview date(s)
March 18, 2009	Recommendation to SANBAG Policy -Committee
April 1, 2009	Contract Award
April 3, 2009	Notice to Proceed

SANBAG anticipates the duration of this work to be eight (8) months.

Proposed Scope of Work:

Design Study for the Creation of a Consolidated Transportation Services Agency (CTSA) for the San Bernardino Valley

Purpose: To identify the optimal governance structure and functional design of a Consolidated Transportation Services Agency (CTSA) for the San Bernardino Valley as provided for in the extension of Measure I, a ½ cent sales tax for transportation purposes, related to specialized transportation services. The consumer populations of interest for CTSA services are the target groups of SAFETEA-LU's Sections 5316, 5317 and 5310: seniors, persons with disabilities and persons of low-income.

Study Outcomes: To identify appropriate Consolidated Transportation Services Agency (CTSA) design alternatives, including alternative uses of the CTSA-funding, to develop consensus around the recommended alternative(s) among key stakeholders, and to provide to SANBAG a recommended governance structure, basic program design, funding base and implementation plan for the San Bernardino Valley CTSA.

Background: The new 2010-2040 Measure I Program provides for an annual funding base for a CTSA in the San Bernardino Valley. Measure I is the half-cent sales tax collected throughout San Bernardino County for transportation improvements. San Bernardino County voters approved the measure in November 1989 to ensure that needed transportation projects were implemented countywide. In 2004 residents of San Bernardino County overwhelmingly approved an extension of the Measure I Sales Tax, providing a funding base through 2040.

As part of the Measure I extension was the development of the San Bernardino Valley Subarea Expenditure Plan that guarantees funding for Senior and Disabled Transit Services. The Expenditure Plan specifically identifies that two percent of the revenue collected in the Valley subarea will be directed to a CTSA, which is estimated to be \$2.5 million annually.

The CTSA's purposes are generally derived from the California Social Services Transportation Improvement Act relate to providing alternatives for those individuals within the community who have difficulty using conventional fixed route public transportation services. The statute identifies the benefits of coordination and consolidation to be achieved through the creation of a CTSA (Government Code Sections 15951 and 15952):

- Cost savings
- Increased safety, lower insurance costs
- Increased vehicle reliability
- Elimination of duplicative administrative processes
- Increased service provision [trips]
- More effective, cost efficient use of scarce resources

The Government Code further indicates that a CTSA may be one of four entities:

- a public agency
- a common carrier
- a private entity
- a nonprofit corporation

Goals for the San Bernardino Valley CTSA: Importantly in this time of reduced transit revenues, the CTSA represents a way to leverage and improve the cost-effectiveness of scarce funding for specialized transportation. Other, non-transit specialized transportation funding sources have potential to be leveraged through a CTSA. Such funding sources were identified through the planning process that culminated in the San Bernardino County Public Transit-Human Services Coordination Plan (2008). And opportunities for increased cost-effectiveness of existing transit funding, through technology and new service or new organizational arrangements, are critical to the long-term sustainability of specialized transit.

Organizational options for the CTSA considered through this study may embrace the full spectrum of existing CTSA's, including but not limited to:

- establishing 501(c)3 public transit benefit organizations
- attachment to an existing public agency including the regional public operator, Omnitrans, or the county transportation commission, SANBAG;
- Or some other alternative structure.

Program design options will consider, at a minimum:

- directly-operating services;
- administering programs whereby CTSA funds leverage other funding sources for transportation services available to cities and human service agencies;
- Contracting for services with a mix of non-profit, public and for-profit providers.

Functions of the Valley CTSA: The functional responsibilities of the CTSA can range from direct provision of services through modes that may include contracted vehicle operations, taxi or other trip-by-trip contracted service arrangements, distribution of bus passes or vouchers for existing public transit services. Among the functional responsibilities considered is whether the CTSA should be responsible for direct operation or administration of contracted Americans with Disabilities Act complementary paratransit now provided by Omnitrans.

Support functions that the CTSA could operate or oversee may include mobility training or travel training of consumers, driver training and driver support functions such as drug testing, provision of back-up vehicles and back-up drivers. Information functions can include trip arranging for consumers needing special assistance.

Of particular interest are functions related to trip-brokering and vehicle sharing between social service transportation providers. The brokering of trips or sharing of vehicle capacity allows agencies to meet client trip needs which would be impossible to serve using only their own resources and to reimburse the

provider agency for providing service to riders who are not “their” consumers but whose trip needs are compatible with routing of the agency’s vehicle. Similarly, the CTSA structure shall provide a means whereby agencies who have funding for individual client trips, can book and pay for the provision of those trips by another agency. The role of technology in facilitating such trip booking and scheduling and inter-agency billing is of considerable interest.

Funding issues related to the CTSA are significant. Measure I funding alone is inadequate to address the needs that exist or can be anticipated over the near-term. The CTSA design must facilitate using its dollars to leverage other funding sources, while at the same time ensuring that specific transportation requirements are met. Such trip requirements will include, but not be limited to:

- Cities’ concerned about increasing proportions of senior residents and their local trip needs;
- Department of Rehabilitation and the Inland Regional Center who move consumers regularly between home and work;
- Clients of the Inland Empire Health Plan and Molina Health Care who travel to health care services;
- Various County of San Bernardino Departments who support work-related or job-skill development travel.

Reporting requirements of the CTSA shall include the benefits of reporting expanded revenue miles, passenger miles and operating expenses that include human services transportation in the National Transit Database (NTD), thereby bringing additional Federal Transit Administration formula funding to the San Bernardino Valley subarea. Reporting responsibilities of the CTSA shall include efforts to improve the full cost accounting of human services agency transportation, to help ensure their operations costs are appropriately covered.

CTSA performance measures shall be proposed, including establishing measures of cost-effectiveness as well as selective consumer-oriented, service quality measures.

Proposed Scope of Work:

Task 1 Compile Available Descriptions of Need

Provide a summary of the transportation needs for seniors, persons with disabilities and persons of low-income in the San Bernardino Valley by summarizing findings from key documents. This work effort shall include the San Bernardino County Public Transit-Human Services Coordination Plan (2008) and Omnitrans’ Comprehensive Operations Analysis related to its fixed-route operations and its Americans with Disabilities Act (ADA) paratransit services, as well as others provided to the successful contractor. Other relevant documents or studies prepared by the planning partners that are identified through the outreach process should also be summarized; as such studies become identified through the course of the study itself.

Prepare a summary of relevant census data with some analysis of per capita trip rates, potentially at the city level. Analyze transit resources provided in relation to the transit dependent populations needing

these services. Develop projections, through 2020, of the level of trips these populations may need in anticipation of the continuing growth of the Inland Empire.

Task 2 Outreach to Key Stakeholders

Conduct a series of interviews with key stakeholders to develop an understanding of existing San Bernardino Valley organizational structures of potential benefit to the CTSA and to interview agencies regarding functional areas of need that can provide a basis for the programs of the CTSA. Interviews shall include, at a minimum, the following organizations with additional organizational entities to be identified by the consultant team:

- Omnitrans and representative board members
- County Board of Supervisors and representative SANBAG board members.
- *Representative sample of San Bernardino Valley cities* including Montclair, Rancho Cucamonga, Ontario, Fontana, Highland, Redlands and Chino, focusing particularly on cities now providing or actively planning to provide senior transportation.
- *Larger human services organizations*, including, but not limited to, Department of Aging and Adult Services, Headstart/Pre-School Services Department, Community Action Partnership, First Five, Inland Empire Health Plan, Department of Rehabilitation, Workforce Development Department, Veterans Affairs, United Way/211, Department of Behavioral Health, Transitional Assistance Department, Inland Regional Center with a focus on agencies providing, subsidizing or contracting for some level of client transportation.

Outreach discussions shall explore both the opportunities and the limits to those for coordinated versus consolidated transportation services. Stakeholders should be queried as to the outcomes they desire, visa a visa service delivery, and to what extent they wish to or need to retain selective or all responsibility for service operations. Assumptions of consolidation shall not be made. Needs shall be catalogued in terms of a spectrum of organizational responses possible, from cooperation to coordination to consolidation.

The outreach process shall make every effort to identify, from potential planning partners, their transportation budgets and available data related to existing and unmet travel patterns of these planning partners' consumers. It should not attempt to duplicate the Coordinated Plan development process, so much as extend those findings by identifying where financial and trip planning information can be obtained and where it cannot, given agency budgeting practices and case management reporting practices.

Task 3 CTSA Models – Design Options, Strengths and Weaknesses

In light of information gathered through the outreach process, provide a context for outreach findings by considering operational design and governance structure experiences from other CTSA or CTSA-type organizations. Appendix A provides a summary of selected California CTSA that might be used as case studies.

3.1 Organization/ Governance Structures - Interview identified CTSA's and/or other California CTSA-type organizations, and/or other organizational entities with a mission of coordinated specialized transportation. Other models of relevance are of interest, such as OCTA's Senior Mobility Program, North San Diego County's FACT and others as may be identified by the consultant of relevance to this study. Describe governance structure in terms of the strengths and weaknesses of various organizational models.

Identify specific CTSA organizational models of relevance to the San Bernardino Valley, including such examples as:

- **Joint Powers Authority** – e.g. Inland Empire Health Plan (San Bernardino)
- **Non Profit** – e.g. Paratransit Inc. (Sacramento); Ride-On (San Luis Obispo County); Access Services (Los Angeles)
- **Public Agency** – e.g. Community Action Program (San Bernardino); Placer County Transportation Planning Agency/ CTSA (Auburn)
- **Hybrid** – such as Orange County Transportation Authority's Senior Mobility Program

Describe the organizational structure, governance and membership of such models as those above and detail the strengths and weaknesses, the opportunities and limitations of each. Identify critical roles and responsibilities, as well as the locus of policy control, with each of these structures. Discuss relationships between organizational structure and funding base, where these can be identified.

3.2. Functional Responsibility Areas - Identify the core business and functional capabilities of CTSA's and where these relate to organizational design options, detail their implications. All key activities of the proposed CTSA or CTSA-arrangements should be responsive to needs identified through Task 2.

3.3. Technology Roles for San Bernardino Valley Coordinated CTSA Services - The role of technology in the operation and management of Valley-wide coordinated transportation service programs shall be examined in relation to needs expressed by stakeholders. Updated information on the use of technology and its particular purposes by existing CTSA's or other organization-types is of interest – specifically, what role has technology played in increasing the cost-effectiveness, accountability or service quality of CTSA-type operations?

A full range of technology tools shall be considered, as appropriate to the needs identified, and shall include information technology such as web-based and/or coordination with existing 211 resources; call taking, trip scheduling and trip dispatching technology; full cost accounting tools to enable appropriate “charge-backs” to participating agencies; AVL/ GPS and MDT tools on vehicles to assist drivers and dispatchers. Discussion of technology shall speak to specific purposes and identify known or likely outcomes.

Task 4 Identify Feasible Alternatives for San Bernardino Valley CTSA and Conduct Workshop

Drawing upon findings from the Task 1 - structural assessment, Task 2 - outreach process, and Task 3 – organizational, functional and technology assessment, develop alternatives which appear to be feasible

and appropriate for the San Bernardino Valley. Provide sufficient specificity to support community discussion and identify the governance structure, membership, functional responsibilities and funding base of alternatives potentially feasible for implementation.

Develop feasible alternative findings and conduct at least one public workshop/forum to obtain input on the potential alternatives, moving towards a recommended alternative. Prepare invitations to key stakeholders identified through the outreach process. Develop a post workshop written summary of areas where consensus and agreement may exist and where it does not.

Task 5 Recommended Alternatives and Implementation Plan

Based upon input from the workshop and a developed understanding of the functional requirements in concert with identified, available funding sources, prepare an initial summary description of the recommended alternative, including governance structure, functional responsibilities and available funding resources.

At a minimum, prepare an implementation plan including costs for the recommended alternative. Identify key activities, responsible parties, general timeframes and basic costs. Identify the necessary sequencing of activities to implement the recommended alternative.

Prepare a discussion of the projected and potential funding base for the CTSA and the means by which these funding sources may be accessed. Identify financial and funding issues that will impact the process of implementation. Identify the tasks and activities necessary to realize potential funding sources.

Task 6 Prepare Final Report and Present

One electronic version and fifteen copies of the draft report shall be provided. The draft final report shall be presented to PASTACC and SANBAG Policy Committee, with opportunity for modification based upon their comments. The former presentation shall be in a workshop-framework whereby meaningful input to the recommended direction can be sought and will occur prior to the presentation to the SANBAG Policy Committee.

Accompanying the final report will be an Executive Summary and a summary PowerPoint presentation that can be used by staff in making subsequent presentations to garner support for and additional partners in the emerging CTSA. For the final report, thirty-five (35) bound copies shall be provided to SANBAG plus one electronic version. A formal presentation of the *Final* Report shall be made to the SANBAG Board of Directors.

All reporting and documentation provided under this project shall be prepared using Microsoft Office Word, Excel and PowerPoint version 2003.

Appendix A, Characteristics of Selected California CTSA's

<p>United Cerebral Palsy: Ride-On CTSA San Luis Obispo County</p>	<p>A non-profit agency started in 1983; Ride-On serves as the CTSA and a Transportation Management Association (TMA) for SLO County. The agency operates a variety of service types across the county.</p>	<p>Operates door-to-door shuttle services for seniors, individuals with disabilities and social service agencies.</p>	<p>San Luis Obispo North Coast South Coast</p>	<p>279,000 trips provided in 2005.</p>	<p>Support services for agencies and organizations include: vehicle maintenance driver training emergency evacuation plans drug/alcohol testing ride planning provides general public services: vanpools, airport/Amtrak shuttles Guaranteed Ride Home, Visitor shuttles, Lunchtime express, medical shuttles and special event transportation.</p>	<p>TDA Article 4.5 State Transit Assistance (STA) TDA Article 8</p> <p>Emphasis on contract transportation; Expanded CTSA role for service provision and support services.</p>
<p>Paratransit, Inc. CTSA</p>	<p>A private non-profit corporation started in 1979 and designated on July 1, 1988 as the CTSA by the County of Sacramento, Sacramento Regional Transit District (RT) and Sacramento Area Council of Governments (SACOG).</p>	<p>Provides demand-responsive services to individuals and agencies serving people with disabilities and seniors within the county. In 1992, partnered with Sacramento Regional Transit (RT) to also operate complementary ADA paratransit services.</p>	<p>Sacramento Carmichael Elk Grove Fair Oaks Folsom -light rail only Rancho Cordova Citrus Heights Rio Linda Elverta Orangevale North Highlands</p>	<p>FY 2004 service levels: 761,847 DAR/ADA trips.</p>	<p>Mobility Training provides assistance to individuals learning how to ride fixed-route buses and light rail.</p>	<p>Measure A (1/2 cent sales tax) and TDA Article 4.5, and local funding from the city and county of Sacramento.</p> <p>RT Accessible services makes age and/or ADA eligibility determination. 89.4% of DAR clients are ADA eligible with only 10.6% age eligible.</p>
<p>Easy Lift CTSA South Santa Barbara County Rene Andrade, Ops. Manager (805) 681-1417</p>	<p>Easy Lift is a non-profit organization designated as the CTSA for South Santa Barbara County mandated to provide a variety of transit services for the community in a cost-effective manner.</p>	<p>Since 1979 Easy Lift has provided rail elderly and temporarily and permanently disabled individuals with wheelchair accessible transportation. Also provides South County residents with physical or cognitive impairment that excludes them from using fixed route services. Easy Lift also offers contract transportation for social service agencies and group homes.</p>	<p>Santa Barbara Carpenteria Summerland Montecito Hope Ranch Goleta Mission Canyon</p>	<p>No ridership numbers available (Client base: 1,150 persons)</p>	<p>Mobility training for seniors and physically challenged. Loaner vehicle program</p>	<p>S.B., county Measure D; General fund and donations from businesses and individuals. \$310 funding for vehicles</p>

Appendix A, Characteristics of Selected California CTSA's, continued

<p>Full Access & Coordinated Transportation CTSA San Diego County Rob Carley Executive Director (760) 967-4197</p>	<p>A non-profit corporation established in 2006 and designated as the CTSA for San Diego County in October 2006.</p>	<p>CTSA in formation stages. Long-term vision: All people living in San Diego County will have full mobility within their community through accessible transportation that meets their individual needs.</p>	<p>All areas of San Diego County.</p>	<p>No service currently operated</p>	<p>FACT is currently updating the existing specialized transportation website that will be designed to provide individuals and agencies and organizations with service and contact information on transportation options in the county. FACT is also continuing stakeholder survey efforts for Action Networks throughout the county. FACT is also evaluating a location for a call center and potential coordinated dispatch</p>	<p>TDA Article 4.5 New Freedom</p>	<p>Newly formed agency with active involvement of public transit operator and other human/social service agencies. Board composition: NC Transit District City of Vista City of Carlsbad City of Solano Beach SANDAG County of San Diego Aging and Ind. Serv.</p>
<p>SANBAG Provisional CTSA San Bernardino County Beth Kranda Michael Bair (909) 884-8276</p>	<p>The provisional CTSA is SANBAG, which is the county transportation agency, a public agency. The CTSA was designated as such in 1981. SANBAG anticipates that a fully-operational CTSA will be formed, for at least the San Bernardino Valley area. In 2010 when the newly re-authorized local sales tax initiative provides regular annual funding for a CTSA oriented towards unmet transportation needs of seniors and persons with disabilities.</p>	<p>CTSA has two functions: Conduct annual inventory and publish specialized transportation directory, and hosting of training events and workshops for agencies and transportation providers. Also, Public and Specialized Transportation Advisory and Coordination Council (PASTACC) with membership of 80 individuals and agencies which convenes quarterly. No transportation services are operated.</p>	<p>All of San Bernardino County</p>	<p>No transportation service operated</p>	<p>CTSA participates in all regional planning activities and programs for seniors, individuals with disabilities and low income.</p>	<p>TDA Funding, unspecified</p>	<p>Emphasis on communication and information has strengthened the coordination environment in the county.</p>
<p>South Placer County CTSA Placer County David Melko, PCTPA (530) 823-4080</p>	<p>This CTSA is newly established this spring, 2008, as a joint power authority using the Board of the Placer County Transportation Planning Agency as a re-constituted Board for the CTSA. The South Placer County CTSA was formed following Pride Industries' termination of its CTSA responsibilities in December 2007.</p>	<p>Several service modes: 1) some funding to the local paratransit operators for support of a regional paratransit system; 2) i-Med, a non-emergency medical transportation program to which three hospitals in the area may be contributing; 3) i-Ride program for individuals' transportation in selective areas without public transit services; and 4) a volunteer-based program for door-through-door transportation assistance.</p>	<p>Rocklin-Loomis Granite Bay Highway 49 Senior services for: Lincoln Roseville Citrus Heights Central and northern Placer Co, to Colfax</p>	<p>Ridership information is not yet available for these newly constructed services. Historically, the CTSA operated by Pride Industries provided a mix of the same services but reliable trip information is not available.</p>	<p>Historically services were for individuals including the visually impaired for training and to health care apps. in Placer county. for seniors and persons with disabilities. Med-Cat clients are accepted via contract. NEMT only CTSA also operates addit. Service between Foresthill and Auburn and Lifetime medical transportation service. Also offers travel and other training for persons with disabilities.</p>	<p>TDA Article 4.5 STA FTA 5310 DOE earmark for disability training programs Contract revenue</p>	<p>The new CTSA is placing particular emphasis on data collection, on monitoring utilization and on continuing to define unmet needs</p>



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 9

Date: January 7, 2009

Subject: Approve Contract No. 08-200 with Vandermost Consulting Services, Inc. for On-call Environmental services on an as-needed basis

Recommendation:* Approve Contract No. 08-200 with Vandermost Consulting Services, Inc. for On-call Environmental services on an as-needed basis in an amount not to exceed \$1,300,000.

Background: This is a new consultant services contract. The contract is for on-call environmental services. The services provided will be authorized by issuing a Task Order for each service provided. In September 2008 the Board authorized the release of a Request for Qualifications (RFQ) 08-200 to consultants for on-call environmental services on an as-needed basis. Notice of availability of the RFQ was sent to 150 plus firms.

SANBAG received ten (10) Statements of Qualification (SOQ) in response to the RFQ. The teams that submitted SOQs included:

- Chambers Group
- David Evans and Associates
- Dudek
- LSA Associates
- Michael Brandman Associates
- P&D Consultants/AECOM
- PMC
- RBF Consulting
- Ultra Systems

*

Approved
Board of Directors

Date: January 7, 2009

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

- Vandermost Consulting Services

Utilizing the SANBAG consultant selection process, a committee consisting of two representatives from Caltrans and two SANBAG staff reviewed and rated the SOQs. Each Statement of Qualification (SOQ) was rated in five categories; firm qualifications, personnel qualifications, project understanding, staffing capability, and project controls approach. All firms/teams submitted SOQs that conveyed a strong knowledge and understanding of the services needed and substantial experience for the principal discipline lead staff. However, after deliberations, the selection panel short-listed three (3) firms/teams. The shortlisted firms were:

- LSA Associates
- P&D Consultants/AECOM
- Vandermost Consulting Services

Interviews were conducted on November 13, 2008 with a selection panel that consisted of the same representatives that reviewed the written SOQs. The teams were rated based on their responses to interview questions. All three firms/teams exhibited a variety of strengths in their presentation and responses during the question and answer period. The selection committee unanimously selected Vandermost Consulting Services team as the most qualified to perform the work and presented the best understanding of scope of services.

The selection panel recommends this contract to the Major Projects Committee and the Board of Directors.

Financial Impact: This action is consistent with the 2008/09 Budget. The funding source is Measure I Valley Major Project funds. The projects that utilize the environmental on-call services will fund these services. The contract is being funded under the existing Program Management task. TN 815.

Reviewed By: This item was reviewed and recommended for approval 15-1-1 (Opposed: Yates; Abstained: Pomierski), by the Major Projects Committee on December 11, 2008.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C08200
 by and between
 San Bernardino County Transportation Authority
 and
 Vandermost Consulting Services, Inc.
 for
 On Call Environmental Services

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>C08200</u>	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract: \$ <u>1,300,000</u>	Previous Amendments Total: \$ <u>0</u>	
Contingency Amount: \$ <u>0</u>	Previous Amendments Contingency Total: \$ <u>0</u>	
	Current Amendment: \$ <u>0</u>	
	Current Amendment Contingency: \$ <u>0</u>	

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → **\$ 1,300,000**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>815</u>	<u>5553</u>	<u>MVPMI</u>	_____	\$ 1,300,00
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 01/07/09 Contract Start: 01/07/09 Contract End: 01/06/12
 New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>08/09</u> \$ <u>300,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>1,000,000</u>
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Is this consistent with the adopted budget? Yes No
 If yes, which Task includes budget authority? 815
 If no, has the budget amendment been submitted? Yes No

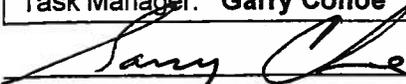
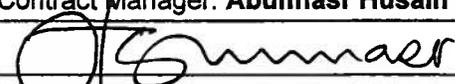
CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

Intergovernmental Private Non-Local Local Partly Local

Disadvantaged Business Enterprise: No Yes ____%

Task Manager: **Garry Cohoe** Contract Manager: **Abunnasr Husain**

 Task Manager Signature Date: <u>12/4/08</u>	 Contract Manager Signature Date: <u>12/04/2008</u>
 Chief Financial Officer Signature Date: <u>12/19/12</u>	

ATTACHMENT "A"

Scope of Services

By and Between

**San Bernardino Associated Governments/
San Bernardino County Transportation Authority (SANBAG)**

and

Vandermost Consulting Services, Inc.

to

Provide On-Call Environmental Services

In San Bernardino County

Scope of Services

OVERVIEW

The San Bernardino Associated Governments (SANBAG), will utilize the services of a CONSULTANT to provide on-call environmental support services as needed for a variety of projects. CONSULTANT services may involve Environmental Document support, permitting services, mitigation monitoring during construction and potential environmental reevaluation services.

Coordination of CONSULTANT, will be accomplished through a CONSULTANT Project Manager and a SANBAG Contract Manager or his designee.

The SANBAG Contract Manager for this contract shall be:

Mr. Garry Cohoe
Director of Freeway Construction

CONSULTANT shall be required to perform **all** professional and technical services necessary to support, on **an on-call basis**, the environmental efforts/needs of SANBAG.

ON-CALL ENVIRONMENTAL SERVICES

It is not the intent of the following paragraphs to relieve CONSULTANT of professional responsibility during the performance of this Scope of Services. In those instances where CONSULTANT believes scope relating to environmental requirements has not been identified or a better solution to a problem is possible or consultant has a recommendation, CONSULTANT shall promptly notify SANBAG's Contract Manager of CONSULTANT's opinions with supporting evidence thereof.

Environmental services may include, but not be limited to the following:

CONSULTANT may be asked for options, opinions and strategies related to environmental issues in support of SANBAG.

CONSULTANT may be asked to provide as needed support/technical studies for various projects. Support may require expertise related to air quality, noise studies, hazardous waste, environmental justice, biological issues/assessments, cultural issues, water quality, visual/aesthetic resources, land use issues and other specialties as needed.

CONSULTANT may be asked to provide mitigation monitoring plans/services as may be required for various projects.

CONSULTANT may be asked to produce environmental documents/studies such as Initial Studies/Environmental Assessments (IS/EA), Environmental Impact

Report/Environmental Impact Studies (EIR/EIS), environmental re-evaluations, supplemental EIS and/or reassessments of existing/outdated materials.

CONSULTANT may be asked support/conduct/coordinate any and all studies, analysis, requirements and meetings needed to successfully complete environmental permits and may be directed to apply for permits on SANBAG's behalf.

CONSULTANT may be required to provide **on-call** services to prepare biological studies and provide **on-call** services that may include, but not be limited to, the following:

- CONSULTANT may be asked to provide **on-call** biological services to monitor brush clearing and to perform any necessary protocol surveys (prior to all impacts) such as California Gnatcatcher Surveys and San Bernardino Kangaroo Rat Surveys or any other surveys required. If required, the CONSULTANT shall provide trapping and relocation services.
- CONSULTANT may be asked to provide **on-call** services to evaluate the topsoil within project limits and determine if it is suitable for salvaging. Subsequently, the CONSULTANT may need to prepare seeding specifications and monitor clearing and topsoil recovery operations.
- CONSULTANT may be asked to provide **on-call** services to monitor construction limits and inform the construction crews through the construction foreman or superintendent of biological sensitive areas and the potential consequences if these areas are disturbed.
- CONSULTANT may be asked to provide **on-call** rare plant surveys.

APPLICABLE STANDARDS

Deliverables and related material as requested on an on call basis shall be prepared in accordance with current CALTRANS regulations, policies, procedures, manuals, and standards including compliance with Federal Highway Administration (FHWA) requirements unless directed otherwise.

General Guidelines and Services to be performed by Consultant

CONSULTANT on an as needed basis may be responsible for the services outlined in this Scope of Services. CONSULTANT on-call services shall conform to the standards, criteria, and requirements of this Scope of Services.

- A. Services provided by CONSULTANT will be on an ON CALL basis. Written approval to proceed shall be obtained from SANBAG by CONSULTANT prior to providing on call services. CONSULTANT shall not be compensated for services performed without prior written approval to proceed.
- B. For services in which CONSULTANT has written approval to proceed, CONSULTANT will not make changes resulting in the addition, deletion, or revision to services without further written approval from SANBAG.
- C. CONSULTANT shall carry out the directions as received only from SANBAG's Contact Manager, or his designee. In addition CONSULTANT shall cooperate with CALTRANS, other agencies, and other consultants providing services as necessary.
- D. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of the Scope of Services. In those instances where CONSULTANT believes a better solution to a problem is possible or consultant has a recommendation, CONSULTANT shall promptly notify SNABAG's Contract Manager for CONSULTANT'S opinions with supporting evidence there of.
- E. CONSULTANT shall have sole responsibility for the accuracy and completeness of all deliverables and all supporting documents. CONSULTANT shall independently check all deliverables and supporting documents prior to any submittal. All deliverables may be reviewed by SANBAG, other applicable agencies and/or SANBAG's designee for conformity to the project.
- F. All deliverables and supporting materials furnished under this Scope of Services shall be of a quality acceptable to SANBAG and/or other applicable agencies. The criteria for acceptance shall be a product of neat appearance, will organized, technically and grammatically correct and checked. The appearance, organization and content of all deliverables and supporting materials shall be to CALTRANS standards or as otherwise directed.
- G. The CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System or as directed otherwise.
- H. CONSULTANT shall not suspend performance of CONSULTANT services contract with SANBAG during the negotiations of any change orders except as they may be directed by SANBAG. CONSULTANT shall perform all changes in accordance with the terms and conditions of CONSULTANT's contract with SANBAG.
- I. At the completion of this Scope of Services all electronic files and original correspondence relating to the Project shall be turned over to SANBAG who will then forward said files to CALTRANS or to any other applicable agency. This includes all deliverables, working data, field data, background information and other related information.

- J. CONSULTANT shall employ quality control procedures that identify potential risks and uncertainties related to SANBAG projects or other work efforts related to this Scope of Services. Risks that may be encountered include, but are not limited to, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SANBAG.
- K. CONSULTANT shall coordinate with CALTRANS and/or all other agencies involved or potentially impacted by the Project. CONSULTANT shall inform SANBAG prior to all contacts, meetings, and correspondence with CALTRANS or any other agencies.

FURNISHED MATERIALS

Because of the nature of this Scope of Services, no materials are available for review.

ADMINISTRATION

SANBAG Project Management and Administration

- A. As part of their management activities SANBAG shall:
1. Conduct ongoing reviews of CONSULTANT's progress in performing the work and furnish comments in a timely manner.
 2. Review certain types of correspondence such as, work requests to subconsultants, initial contact letters, sensitive correspondence, and other letters as necessary.
 3. Coordinate the distribution of public information.
 4. Review CONSULTANT's Quality Control Plan and CONSULTANT's conformance to its Quality Control Plan.
 5. Provide a focal-point contact for all questions, requests, and submittal.
 6. Review the Project Control documents (including subconsultants) submitted by CONSULTANT to ensure their understanding of the level of information required, reporting procedures, report cycle, and the intended use of each.
 7. Review CONSULTANT's detailed Critical Path Method (CPM) Logic Network Schedule; note any additions, deletions or other changes; and return it to CONSULTANT with comments for revision.
 8. Receive and review monthly progress reports from CONSULTANT.

9. Review with CONSULTANT, requests for change orders and/or extensions of time when such requests are determined to be necessary.
10. Have final review and approval over all contractual payments and changes.

CONSULTANT Project Management and Administration

A. CONSULTANT management activities include, but are not limited to:

1. Establishing, furnishing, and maintaining suitable office facilities to serve as the Contract office for the duration of the Contract in the location specified in CONSULTANT's proposal.
2. Maintaining an adequate staff of qualified support personnel to perform the work necessary to complete the Project.
3. Establishing internal accounting methods and procedures acceptable to SANBAG for documenting and monitoring Contract costs.
4. Providing cost-to-date, schedule, progress, staffing, and related data to SANBAG as a part of the regular monthly progress and payment process.

B. CONSULTANT's work shall be performed and/or directed by those key personnel identified in their proposal. Any changes in the indicated key personnel shall be subject to prior review and approval by SANBAG in writing. Any change in CONSULTANT's officer-in-charge of the Services, as described in the General Terms and Conditions of this Contract, shall be subject to prior review and approval by SANBAG.

C. Due to the nature and scope of the required services, it may be desirable for the CONSULTANT to subcontract portions of the Services. Adding subconsultants to the original proposal team must be approved in writing by SANBAG prior to initiation of any Services. The volume of Services performed by the subcontractors shall not exceed 49 percent of the total Contract value. Throughout their effort CONSULTANT shall be the single source of contract and management of all subcontractors. Subconsultant management will include the coordination time required for all aspects of the project including design, processing, and accounting.

D. CONSULTANT shall provide to SANBAG copies of all written correspondence between CONSULTANT and any party pertaining specifically to the Project. Copies shall be furnished within five calendar days of receipt of said correspondence from any party, or five calendar days prior to mailing of correspondence to any party for review. CONSULTANT is also responsible for recording and distributing the minutes of all meeting pertaining the Project at which CONSULTANT is present.

- E. CONSULTANT shall give written notice to SANBAG within seven (7) working days after CONSULTANT knows or should know of any cause or condition which might, under reasonable foreseeable circumstances, result in delay for which CONSULTANT may request an extension of time to complete Services.

Project Controls

- A. As part of the Project Controls effort CONSULTANT shall, at the introductory meeting, present SANBAG with samples of their proposed project control documents for SANBAG's review. These documents shall include, but are not limited to:

1. Bar Chart(s) Schedules
2. Progress Curve(s)
3. Sample Amendment Format
4. Sample Narrative Format(s)
5. Sample Estimate Format(s)
6. Earned Value Cost Report

- B. CONSULTANT's Project Control System shall be able to:

1. Determine the critical path for the Services in Contract.
2. Forecast dates for intermediate milestones and project completion.
3. Provide a clear format to incorporate progress data on each activity.
4. Provide reports showing actual progress compared to scheduled (planned) progress, and actual cost of services performed compared to (1) budgeted costs for services performed and (2) budgeted cost for services scheduled.
5. Forecast possible delays and/or resources shortages.
6. Provide a basis for replanning, including resource usage to recover from delays, allow schedule improvement, or accommodate other changes in the work.
7. Provide projected manpower requirements and dollar costs based on current performance.
8. Provide current project cost estimate information.

9. Provide all the estimates necessary to assist in confirming the construction budget.
- C. Within 15 working days (or as requested by SANBAG) of assignment of services the CONSULTANT shall submit to SANBAG for their review, a Bar Chart Schedule showing the Critical Path and identifying all project development activities and milestones. SANBAG will review these documents and return them to CONSULTANT with notes and comments as soon as possible in order to validate the planning and cost control procedures within the first calendar month of performance period.
- D. As the Contract work progresses, CONSULTANT may discover the need to change the schedule to improve productivity or accommodate new or changed conditions. Any proposed change to the schedule shall be presented to SANBAG for review and validation prior to incorporation in the schedule.
- E. CONSULTANT shall report in a timely manner, through correspondence or progress reports, whenever it appears that approved schedules will not be met whether or not the reasons are within the CONSULTANT's control. In the event the Scope and Schedule of the Services is modified, and the modified Schedule is approved by SANBAG, CONSULTANT shall submit a revised Milestone Schedule. CONSULTANT shall perform the Services in accordance with the last approved revision Milestone Schedule.

Monthly Progress Report

- A. On a monthly basis, CONSULTANT shall prepare and submit to SANBAG a monthly status report that indicates the work progress achieved during the period. The report shall summarize the actual work progress compared with estimated progress and will identify problem areas, provide evaluations, recommendations and an outline on the process which CONSULTANT, and SANBAG will follow to rectify the problem(s). The progress report shall be submitted with the monthly invoice. As a minimum, the monthly report should address the following specific areas:
 1. Time related project status via a bar chart schedule
 2. Physical progress
 3. Amendment summary history
 4. Narrative status report
 5. Earned Value Report
 6. Graphical comparisons for actual progress vs. earned and planned progress for: physical (% complete), performance (hours complete) and cash flow.

- B. CONSULTANT shall have the ability to monitor and update its Detailed Project Control Schedule during the execution of the work and shall submit at each Progress Meeting, and an updated four-week, horizon schedule to be used in monitoring the progress of the work.
- C. A Progress Meeting between CONSULTANT, CALTRANS, and SANBAG shall be held, at minimum, on monthly basis to discuss the design progress, potential problems, plans for the next period, and other progress issues. SANBAG and CALTRANS will establish with CONSULTANT the dates and times of these meeting. Three calendar days prior to each progress meeting, CONSULTANT shall provide SANBAG with a typewritten agenda for the meeting. CONSULTANT shall prepare typewritten meeting minutes and submit them to SANBAG and CALTRANS within seven calendar days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.
- D. Project Coordination Meeting may be called by SANBAG, CALTRANS or the CONSULTANT at any time that any party requires discussion of Project issues. CONSULTANT shall prepare minutes of the meeting and submit them to SANBAG and CALTRANS.

Quality Assurance

- A. CONSULTANT has total responsibility for the accuracy and completeness of all deliverables and any other work assigned to CONSULTANT. All services and deliverables furnished under this Scope of Services shall meet the responsibility through the implementation of a Quality Assurance Plan. CONSULTANT's Quality Assurance Plan shall be in effect throughout the entire Contract and, at minimum, shall establish the process necessary to ensure the following:
 - 1. All deliverables and services shall be provided in a professional manner and meets the standards set forth herein.
 - 2. CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System
- B. CONSULTANT shall submit to SANBAG within 30 calendar days after receipt of Notice to Proceed two copies of their Quality Assurance Plan. SANBAG will review the plan established by CONSULTANT to determine if quality assurance procedures are adequate and appropriate to the complexity of the project requirements. Review comments will be returned to CONSULTANT within 14 calendar days. If appropriate, the revised plan, which incorporates the comments of SANBAG, should be resubmitted within seven calendar days of receipt of comments.
- C. Evidence that the Quality Assurance Plan is functioning will be periodically confirmed by SANBAG. Deliverables that do not conform to the approved plan will be returned to CONSULTANT without review by SANBAG.

Reproduction Services

CONSULTANT shall provide the reproduction services required for the projects inclusive of the number of individual sets to be delivered for the submittal tasks outlined in this Scope of Services.

Submittal and Reviews

- A. Reports prepared by CONSULTANT shall be submitted in draft form, and opportunity provided for SANBAG and CALTRANS to review and direct revisions prior to formal submittal. If so requested by SANBAG and CALTRANS, CONSULTANT shall make other submittals in draft form to provide opportunity for review and revisions.
- B. If CONSULTANT fails to submit the required deliverable items set forth in this Scope of Services, SANBAG shall have the right to withhold payments and/or terminate CONSULTANT contract in accordance with the provisions entitled "Termination" included in this Contract.



VANDERMOST CONSULTING SERVICES, INC.
 Government Affairs • Community Relations • Regulatory Assistance

Fee Schedule

Effective January 2008

President	\$284.98/hour
Vice President	\$265.66/hour
Director, Regulatory Services	\$165.20/hour
Senior Planning Manager	\$144.90/hour
Senior Biologist	\$149.26/hour
Senior Project Manager	\$120.76/hour
Project Manager	\$95.24/hour
Project Coordinator	\$70.83/hour

REIMBURSABLE EXPENSES. Expenses incurred directly for the Client's project will be billed at actual cost, and are not included in the original contract amount. Expenses include, but are not limited to, necessary transportation costs including mileage by automobile at \$0.58 per mile, computer equipments costs for GIS work at \$100 per graphic, meals and lodging, conference calls, computer services, photocopying, color film, and photo processing.

PAYMENT DUE. Invoices are due upon presentation and shall be considered past due if not paid within 15 (fifteen) calendar days of the due date. Finance charges, computed by a "Periodic Rate" of 1-1/2% per month, will be charged on all past-due amounts.

CHANGE ORDERS. Change Order may be subject to future fee schedule increases.



PCR 2009 BILLING RATES AND EXPENSE CHARGES

PROFESSIONAL TIME

Environmental Planning & Documentation

Principal	\$200.00
Associate Principal.....	\$180.00
Principal Planner.....	\$160.00
Senior Planner II	\$145.00
Senior Planner I	\$130.00
Planner	\$115.00
Associate Planner.....	\$100.00
Assistant Planner.....	\$85.00
Technician.....	\$70.00
Intern	\$55.00

Biological Services

Principal/Director.....	\$250.00
Associate Principal.....	\$180.00
Principal Biologist	\$160.00
Senior Biologist II.....	\$145.00
Senior Biologist I.....	\$130.00
Biologist.....	\$115.00
Associate Biologist	\$100.00
Assistant Biologist	\$85.00
Technician.....	\$70.00
Intern	\$55.00

Air Quality Services

Director	\$180.00
Principal Engineer/Scientist.....	\$160.00
Senior Engineer/Scientist II	\$145.00
Senior Engineer/Scientist I	\$130.00
Engineer/Scientist	\$115.00
Associate Engineer/Scientist.....	\$100.00
Assistant Engineer/Scientist.....	\$85.00
Air Quality Technician	\$70.00
Intern	\$55.00



Environmental & Architectural Acoustics

Director	\$215.00
Principal Acoustics Consultant II	\$200.00
Principal Acoustics Consultant I.....	\$160.00
Senior Engineer/Scientist II	\$145.00
Senior Engineer Scientist I.....	\$130.00
Engineer/Scientist	\$115.00
Associate Engineer/Scientist.....	\$100.00
Assistant Engineer/Scientist.....	\$85.00
Technician	\$70.00
Intern	\$55.00

Historical Resources Management

Director	\$180.00
Principal Historian	\$160.00
Senior Historian II	\$145.00
Senior Historian I.....	\$130.00
Historian.....	\$115.00
Associate Historian	\$100.00
Assistant Historian	\$85.00
Historical Technician	\$70.00
Intern	\$55.00

Archeological/Paleontological Resources Management

Director	\$180.00
Principal Archaeologist/Paleontologist.....	\$160.00
Senior Archaeologist/Paleontologist II	\$145.00
Senior Archaeologist/Paleontologist I	\$130.00
Archaeologist/Paleontologist	\$115.00
Associate Archaeologist/Paleontologist.....	\$100.00
Assistant Archaeologist/Paleontologist	\$85.00
Archaeological/Paleontological Technician	\$70.00
Intern	\$55.00

Support

Senior GIS Specialist/Senior Graphics	\$115.00
GIS Specialist	\$90.00
Graphics Specialist	\$90.00
Publications Specialist	\$80.00
Production Specialist	\$80.00



POTENTIAL DIRECT EXPENSES

- Direct project-related expenses include, but are not limited to the following:
- Reprographics
- Travel Associated Expenses
- Record Searches
- GPS Use
- Delivery/Postage
- Subconsultants/Vendors
- Field Supplies

ENVIRON

November 21, 2008

Denise Petricig
Vandermost Consulting Services, Inc.
30900 Rancho Viejo Road
Suite 100
San Juan Capistrano, CA 92675

Re: Proposed Rates Percentages for SANBAG

Dear Ms. Petricig:

The average loaded billing rates listed below are based on Fringe, Overhead and General & Administration percentages plus Fee Rate.

Loaded Billing Rates	
Principal	\$265.00
Manager 10	\$170.00
Manager 9	\$150.00
Manager 8	\$135.00
Sr. Associate 7	\$120.00
Sr. Associate 6B	\$115.00
Associate 6	\$100.00
Associate 5	\$85.00
Associate 4	\$80.00
Associate 3	\$80.00
Draftsperson	\$100.00
Support	\$80.00

Please feel free to contact me at 949-798-3652 or ckarp@environcorp.com if you have any question about these loaded billing rates.

Regards,



Chris Karp
SCBU Accounting Manager

cc: Carol Serlin, Melissa Franklin (ENVIRON)



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 10

Date: January 7, 2009

Subject: Amendment No. 1 to Cooperative Agreement No. 04-050 with Caltrans for an end date extension of the agreement for Project Approval and Environmental Document (PA/ED) for I-10 Tippecanoe Interchange Reconstruction project

Recommendation:* Approve Amendment No. 1 to Cooperative Agreement No. 04-050 with Caltrans for an end date extension for the Project Approval and Environmental Document (PA/ED) for I-10 Tippecanoe Interchange Reconstruction project.

Background: **This is an amendment to an existing cooperative agreement.** On February 4, 2004, the SANBAG Board approved a Cooperative Agreement with Caltrans for SANBAG to be the lead agency in completing the PA/ED for reconstruction of the Interstate 10/Tippecanoe Avenue Interchange.

The task of completing the PA/ED has been underway for more than five years, with a significant amount of work to be done before the task is completed. Finalizing the PA/ED has been delayed by re-direction in the scope of the project and miscommunication. The project team now has clear direction and the PA/ED will be obtained by spring of 2010. This amendment will extend the expiration date of the cooperative agreement to December 31, 2011.

Financial Impact: This action is consistent with the current FY budget. TN 84209000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on December 11, 2008. SANBAG Counsel has reviewed and approved the agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

*

*Approved
Board of Directors*

Date: January 7, 2009

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

SANBAG Contract No. A04050-01
by and between
San Bernardino County Transportation Authority
and
California Department of Transportation
for

Cooperative Agreement for I-10 Tippecanoe Interchange Reconstruction PA/ED

FOR ACCOUNTING PURPOSES ONLY				
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>08-1229 A/1</u> Vendor ID _____	Retention: <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>0</u>	Previous Amendments Total: \$ _____			
Contingency Amount: \$ <u>0</u>	Previous Amendments Contingency Total: \$ _____			
		Current Amendment: \$ _____		
		Current Amendment Contingency: \$ _____		
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →				\$ <u>0</u>
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>02/04/04</u> Contract Start: <u>02/04/04</u> Contract End: <u>12/31/08</u>				
New Amend. Approval (Board) Date: <u>01/07/09</u> Amend. Start: <u>01/07/09</u> Amend. End: <u>12/31/11</u>				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>842</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes ____%				
Task Manager: <u>Garry Cohoe</u>			Contract Manager: <u>Andrea Nieto</u>	

<u>Garry Cohoe</u> Task Manager Signature	Date	<u>12/4/08</u>		<u>Andrea Nieto</u> Contract Manager Signature	Date	<u>12/04/08</u>
<u>Dick Stant</u> Chief Financial Officer Signature	Date	<u>12/4/08</u>				

08-SBd-10-PM 25.3/27.3
Interchange Reconstruction
I-10/Tippecanoe Avenue
Cities of Loma Linda and
San Bernardino
EA 448100
District Agreement No. 8-1229 A/1

AMENDMENT NO. 1 TO AGREEMENT NO. 1229

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 8-1229, entered into effective on January 7, 2009, is between the STATE of CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a public
entity, referred to herein as "AUTHORITY."

RECITALS

1. The parties hereto entered into an Agreement (Document No. 8-1229), on February 4, 2004, said Agreement defining the terms and conditions of improvements consisting of reconstruction of the Interstate 10/Tippecanoe Avenue Interchange, ramp improvements and reconfiguration, and local street improvements, referred to herein as "PROJECT."
2. It has been determined that PROJECT will not be constructed prior to the termination date of said Agreement.

IT IS THEREFORE MUTUALLY AGREED:

1. The termination date specified in Section III, Article 15 of the original Agreement shall now be December 31, 2011, instead of December 31, 2008.
2. All other non-conflicting terms and conditions of the Agreement 8-1229 shall remain in full force and effect. This Amendment shall deem to be part of that Agreement.
3. This Amendment No. 1 to Agreement is hereby deemed to be part of Agreement No. 8-1229.

SIGNATURES ON PAGE 2:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

WILL KEMPTON
Director

By: _____
RAYMOND W. WOLFE, PhD
District Director

By: _____
GARY C. OVITT, President
SANBAG Board of Directors

CERTIFIED AS TO FUNDS:

Attest: _____
VICKI WATSON
Board Secretary

By: _____
District Budget Manager

APPROVED AS TO FORM AND
PROCEDURE:

By:  _____
JEAN-RENE BASLE
Counsel